AMWTP DRAFT RFP DE-RP07-08ID14813
RESPONSE TO COMMENTS/QUESTIONS RECEIVED

RFP Section	Comment/Question	Response/Action Taken
B.2	Recommend that DOE include the funding table provided in Section L.5(f)(4) Table L.1 and Section L.5(h)(1) in Section B.2, since Section L will not be part of the contract.	The funding table provided in Section L.5(f)(4) Table L.1 is provided as an estimate of available funds only and will not be included in Section B.2.
B.3(b) & L.5	DOE has asked offerors to provide transition costs in Section B.3(b) and in detailed form in the FY09 Transition WBS C.16 worksheet. While we believe that it is logical and prudent to ask for offerors to discuss their approach to transition in Volume II, providing a transition cost which becomes part of the total evaluated cost provides a clear advantage to the incumbent contractor who can be expected to have minimal or no transition costs. Would DOE delete the transition cost requirement?	No, as indicated in Sections M.3 and M.5, the offeror's technical approach is significantly more important than the evaluated price. In evaluating each proposal, DOE must understand the overall costs of each approach, including transition, for the purpose of determining whether such costs are realistic, reasonable, and consistent with the proposed approach.
B.4	Section L.5(f)(3) states that no more than 50% of the fee can be applied to B.4(a). Recommend that the above requirement be specifically stated in Section B.4, since Section L will not be part of the contract.	As stated in Section L.5(f)(3), the offeror must insert its proposed fee in Section B.4. Fee limits were included in Section B.
B.4(b)	Recommend that a disposition fee rate be established for the potential increased quantities of waste above the 7,200m3.	Section B.4(b) has been revised.
B.4(b)	Due to the uncertainty of waste volumes associated with the remaining 7,200m3 of waste, specifically the 3,600m3 of “other waste” defined in Section L.5(j), please consider including a provision that allows the Contractor to earn the available fee in section B.4(b) in its entirety if the 3,600m3 of “other waste” does not materialize through no fault of the Contractor. For example, if the Contractor achieves complete disposition of the first 28,900m3 of waste and complete disposition of the remaining 3,600m3 of waste, but the additional 3,600m3 of “other waste” does not come to fruition due to external factors beyond the Contractor’s control, based on the current fee model it appears the Contractor will only earn 75% of their fee while fully performing all required work scope?	Section B.4(b) has been revised.
B.4(b)	If there is more than the estimated 7,200m3 of waste remaining, after disposition of the first 28,900m3, will the fee for any additional amount of waste be paid at the 7,200m3 rate?	Section B.4(b) has been revised.
B.4(b)	Since fee will be dependent on DOE ability to provide transportation, will consideration be given to paying fee on waste certified if transportation is unavailable through no fault of the contractor. Also will the contractor have any control over the shipping configuration as this also dictates shipping efficiencies?	Section B.4 has been revised to allow some consideration for waste certified independent of transportation (see B.4(f)). Note that should DOE not fulfill its contractual responsibility, the Contractor would be entitled to pursue a negotiated equitable adjustment. Yes, the Contractor has some control, recognizing that shipping configurations are ultimately approved by the Central Characterization Project Transportation Certification Official.

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B.4(b)	Waste disposition is defined as "…transported beyond the boundary of the state of Idaho…" for TRU waste, which puts fee earning at risk for conditions beyond the contractors control (e.g., availability of 15 shipments per week as specified in Section C.4.5; WIPP shutdowns). Would DOE consider revising the definition to include waste shipped and/or certified for disposal? If not, will provisions be made for payment of fee for TRU waste certified if transportation is not provided by DOE as promised?	Section B.4(b) has been revised.
B.4(b)	The fee range extends to 6 years, retaining 50% of the fee to the end of the project, i.e., the final 7,200 m3. This creates a potentially unrealistic expectation of a profitable revenue stream for the project life cycle. The Government is encouraged to consider leveling the fee pay-out such that the incentive to finish is at a reduced level (e.g., 25%)?	Section B.4(b) has been revised.
B.4(c)	This clause states that waste that was certified prior to the new contract date will not be eligible for fee when shipped. Does the Government have an estimate for how much waste this will be?	The current AMWTP contractor is required to maintain 360m3 of certified but not shipped TRU waste. This volume is to allow for the new contractor to continue shipping operations at contract takeover.
B.4(d)	Recommend that DOE provide quantitative parameters on thresholds for those areas where inadequate performance may result in provisional fee penalties.	Although the overall intent of this contract is to disposition waste, there are also a number of subjective factors that are critical to its successful implementation for which DOE reserves the right to consider when determining the amount of fee paid.
B.4(d)	The performance measures used to assess earned fee need to be objectively based. This language puts the entire fee pool at risk with what appears to be subjective criteria that will be difficult to mitigate.	Section B.4 has been revised.
B.4(d)(6)	What is the Government expectation for investment in reliability improvements? Will the contractor be expected to invest its own funds? What will the performance measures be in this area?	DOE's expectations are included at Section C.10 Facility Operation, Maintenance, and Improvements.
B.4(d-g)	These paragraphs, taken together, make the fee provisional through the full duration of the contract. From a business perspective it is unrealistic to have fee at risk for the anticipated 6-year life of the contract. We suggest that fee be provisional on an annual basis, and be tied to the annual performance baseline and PEP that is developed to support the annual funding allocation.	Section B.4 has been revised.
B.4(e-g)	These clauses allow the Contracting Officer, at his/her sole discretion, to determine whether all of the provisional fee earned to date will be finalized as "earned fee". This determination will be made on the basis of the areas identified in the previous paragraph (B4 (d)). If it is determined that the earned fee is less than the provisional fees paid to date, then the contractor is to pay back the overpayment plus interest. As this represents a potentially large risk to the contractor, over the contract period of six years, will the Government consider placing a limitation on this provision?	Section B.4 has been revised. FAR 52.216-7 and FAR 52.232-17 (see Section I) require interest be paid on payments due from the Contractor to the Government.
B.4(f)	Recommend that DOE clarify the performance period in Section B.4(f), i.e. Is this an annual performance period or the end of the contract?	B.4(f) (now B.4(g)) has been revised to read "contract period."

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B.4(f)	This clause appears to include provisions typically included in a target cost contract with the contractor taking the downside risk associated with exceeding estimated costs, no upside for reducing costs, and no associated reward for assuming the risk. DOE should consider removing this clause to maintain a balanced risk/reward tradeoff? The issue is potentially exacerbated by the requirement in L.5(a) that cost be proposed at the 50% confidence level. If the clause remains in the final RFP, please define "estimated cost" to enable contractors to evaluate potential contract risk—is it target cost, estimated cost included in an offeror's proposal, or project-approved baseline incorporating all change control actions.	The fee incentive structure emphasizes waste disposition. However, cost, if not adequately controlled, detracts from the overall waste disposition incentive. This clause acknowledges the negative effect of poor cost performance. For the purpose of developing a proposal, the estimated cost is the proposed cost for performance of this contract as developed for the cost and fee proposal per L.5.
B.4(g)	The burden of paying interest to DOE if, using the subjective criteria in B.4 (d), is burdensome to the contractor and could result in protective measures built in to an offeror's bid that ultimately increases cost to DOE. DOE should reconsider this requirement.	FAR 52.216-7 and FAR 52.232-17 (see Section I) require interest be paid on payments due from the Contractor to the Government.
B.4(h)	In Section B.4(h), the RFP states "Separate additional subcontractor fee for teaming members shall not be considered an allowable cost under the contract. If a separate subcontractor, supplier, or lower-tier subcontractor is wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract." From a practical perspective, we request that the government add language stating that fees and profits for suppliers (such as drum suppliers, IT equipment, office supplies, etc.), vendors (lunch services, etc.), service providers (janitorial services, payroll services, travel agencies, etc.), small businesses that are part of the small business plan, a protégé in a formal Mentor-Protégé relationship, and subcontractors with a contract role of less than $5M/year – who are not wholly owned, majority owned, or an affiliate of a teaming member -- will not be considered unallowable costs.	Section B.4(h) remains unchanged. Subcontracts placed with non-teaming member will be administered in accordance with clause I.84, FAR 52.244-2 Subcontracts.
B.4(h)	Relative to Section B.4(h) concerning a common fee pool for all team members, we assume that any commercial service providers who are designated as team members – such as treatment, storage, or disposal companies – are subject to this clause. In other words, we assume that a commercial disposal company included in an offeror's team structure – whether wholly owned, majority owned, or an affiliate of any teaming member - would not be allowed to charge any profit/fee within their disposal rates but would participate in the shared contract fee pool as would any other team member. Is this assumption correct?	Yes, this assumption is correct, there is a single fee pool under this contract.
B.4(h)	Will DOE consider the allowing subcontractor team member fee if they are a qualified small business? The Hanford (see B.4) Central Plateau Procurements and Yucca Mountain Project procurements included example language. This approach facilitated the inclusion of small businesses in a variety of categories (e.g. Woman-owned, Service Disabled Veteran Owned).	There is a single fee pool under this contract. The fee earned may be distributed by the contractor among the team members as the contractor deems appropriate.

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B.4(h)	If a small business is named as a sub-contractor in a proposal, will this be construed as being part of "a consortium, joint venture, or other teaming arrangement" and therefore part of the fee pool?	Any small business named as a team member in the proposal will be considered a part of the consortium, joint venture, or other teaming arrangement and the single fee pool applies.
B.4(h)	It is recommended that small businesses be exempt from the fee pool and able to recuperate their fee as an allowable contract cost. Precedence for this exists in recent large DOE contracts across the complex (e.g., Hanford). Otherwise, it is likely and realistic that small businesses who will be performing "significant, complex" aspects of the work will assume a level of risk that (considering large business LLCs and team partners will consume virtually the entire fee pool) will be disproportionate to the fee available to small businesses.	There is a single fee pool under this contract. The fee earned may be distributed by the contractor among the team members as the contractor deems appropriate.
B.4(h)	In Section B.4(h) Fee Limitation -- is a pre-selected Small Business subcontractor named in the Proposal considered a 'teaming member' for purposes of this fee exclusion? If so, then why is DOE departing from recent correct practice in other major solicitations in excluding here the fee for such Small Business participants?	Any small business named as a team member in the proposal will be considered a part of the consortium, joint venture, or other teaming arrangement and the single fee pool applies.
B.4(h)	Including all teaming subcontractors in the fee pool may limit the ability to include small businesses in the proposal process. To maximize the potential for small business participation in the contract, we suggest that small business concerns be excluded from the fee limitation identified in this section, similar to what has been done in recent procurements for Hanford and Yucca Mountain, as follows: "The subcontractor fee restriction in the paragraph (h) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protege firms as part of an approved Mentor-Protege relationship under the Section H Clause entitled, Mentor-Protege Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms."	There is a single fee pool under this contract. The fee earned may be distributed by the contractor among the team members as the contractor deems appropriate. A subcontractor, even a pre-selected subcontractor, who is not a signatory to the consortium, joint venture, or other teaming arrangement, or is not owned by a team member, may include fee in their total price.
B.6 & I.67	Would DOE consider revising B.6 to remove references FAR 52.232-22, Limitation of Funds, and Delete I.67, FAR 52.232-22, Limitation of Funds, and replace with DEAR 970.5232-4 (Obligation of Funds). We understand that this DEAR Clause will minimize the risk that the contractor will need to reserve funds during performance to cover the costs of termination liabilities and potentially suspending work if additional funds are not timely added to the contract, as would be necessary under the Limitations of Funds Clause.	DEAR 970.5232-4 Obligation of Funds, applies to M&O contracts and is not applicable to this AMWTP contract.

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C.1	Please include the description of the End State Vision in Section C.1 “Contract Purpose and End State Vision” (i.e. facility status/condition/waste remaining to be processed, etc.).	For purposes of this procurement, the end state vision is that all “stored” waste remaining at the TSA at the time of contract takeover will have been processed and shipped out of the state of Idaho for proper disposal as required under the 1995 Idaho Settlement Agreement, and that a fully functional and operational facility will remain intact to support ongoing and/or future waste processing missions. Section C.1 has been revised to incorporate this vision.
C.3	Consider providing flexibility within the Final RFP that allows the Contractor to utilize a WBS that is more aligned with the Contractor’s technical approach.	It is DOE's desire that each offeror's technical approach be organized in accordance with Section C (see WBS).
C.3	Article C.3, in the second paragraph (page 2), states that "differences between the estimated volume and the actual volume or differences in the proportions of TRU and MLLW will not constitute the basis for a change to the contract." In the first paragraph Article C.3 States "The quantities and proportions of TRU and MLLW are estimates. Regardless of the actual amounts or proportions found, the end objective remains to disposition all of the waste at an appropriate disposal facility." In view of the "Limitation of Funds" clause at Section I-67, the question is whether the DoE will revise and clarify Article C.3 to state that the Contractor is not obligated to continue the disposition of waste or continue performance in excess of the estimated funding amounts unless the contract is adjusted to provide additional funds and to revise schedule or incentive fee.	A +/- 10% boundary on the total volume of AMWTP waste (30,000m3) was provided in Section B.4. This issue should not be addressed in the Statement of Work. Rather, it is properly addressed by the FAR clauses found in Section I, which includes the Limitation of Funds clause found at Section I.67.
C.3	What is the anticipated number of new waste stream profiles anticipated to be developed during the new contract?	The number of new waste stream profiles is dependent upon a number of factors, including the AMWTP Contractor's management approach. See the "AMWTP Waste Stream Designations" document located on the Reference Library. This document includes many of the anticipated new waste streams (TRU waste only) but not all waste populations (identification codes). This document does not address disposition of MLLW. The initial list of waste populations (identification codes) is provided in the "Waste Description Information for Transuranically Contaminated Wastes Stored at the INEL" report located on the Reference Library.
C.3	Per Section C.3, please establish a boundary of what constitutes a cost change between the estimated volume and the actual volume of waste, or the differences in the proportions of TRU and MLLW.	A +/- 10% boundary on the total volume of AMWTP waste (30,000m3) was provided in Section B.4.
C.3	Of the 36,100 m3 of waste, 3,600 m3 is from INL tenants and other DOE sites – does this waste already exist, and is it separate from the 5,164 m3 which is referenced in section C11, which is assumed to be potential future waste feed to AMWTP?	Yes, the entire 8,764m3 of waste is identified in the Record of Decision (insert link as reference). Of this amount, 3,600m3 (Section C.4.3) is likely to be processed during the contract period. The additional 5,164m3 could be processed, and therefore is included in Section C.11.

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C.3.1	What is the difference between RH TRU waste, "suspect" RH TRU waste and waste historically managed as RH TRU waste? Also, will all of the RH waste, the suspect RH waste and the waste historically managed as RH TRU waste be identified and segregated at contract start, and will it all be compliant with the ICP WAC for such waste?	RH TRU waste is waste that is known to be both remote handled and transuranic waste. "Suspect" RH TRU waste is waste that is suspected of being remote handled and transuranic due to the packaging (e.g., lead-lined drums). Waste historically managed as RH TRU waste is waste that was managed as remote handled transuranic waste, but is not necessarily transuranic waste based on concentrations of transuranic constituents. Because all waste has not yet been retrieved and characterized, information is not currently available to definitively categorize it and determine if it is compliant with the ICP WAC.
C.3.1	The requirement to transfer all RH-TRU to the ICP contractor by December 31, 2009, provides only 3 months to retrieve and characterize the remaining 4,850m3 of waste remaining in the TSA-RE. With unknowns of container integrity this is likely not achievable in a safe and compliant manner. Additionally, the transfer of RH-TRU waste is dependent on formalizing and agreement with the ICP contractor, as well as the contractor's acceptance schedule. Would DOE consider revising the milestone to June 30, 2010?	The date was changed from December 31, 2009, to March 31, 2010.
C.3.2.1	What is the expectation for the contractor regarding the processing of non defense TRU waste which has no disposal route?	The contractor is expected to develop and implement a processing and disposition approach to deal with the non-defense TRU waste during the contract period.
C.3.2.3	What are the remaining box sizes and specifically how many boxes are anticipated at the time of transition as greater than 5'*5'*8'(5'x 5'x 8'?)?	Of the 735m3 noted in Section C.3.2.3, there is currently only one box known to exceed these dimensions. It is estimated that up to an additional 104 boxes could be identified when retrieval is completed. The "AMWTP Challenging Waste Forms and Disposition Report" contains information concerning waste containers retrieved and expected to be retrieved including the number of oversized containers expected. This document can be found on the AMWTP Reference Library.
C.3.2	This section identifies that the contractor is responsible for "disposal at an appropriate disposal facility as identified by the contractor" including the non-defense CH TRU waste identified in C.3.2.1. However, Section C.4.6, on page 11 of 19, states that "disposal of TRU waste is the responsibility of DOE." Please clarify the inconsistency between these sections.	The language in Section C.4.6 now clarifies that DOE is responsible for disposal of waste at WIPP and the contractor is responsible for all other waste disposal.
C.3.3	How much process generated and other wastes will be accumulated at the start of the new contract, and does the contractor assume that the SDA is available for the disposal of non mixed LLW wastes for the duration of the contract? Is an estimate available for the amount of secondary waste volume anticipated to be generated during the remaining retrieval operations?	Based on experience to date, it is anticipated that on the order of 200m3 of newly generated MLLW (primarily from retrieval operations) and 800m3 of LLW (primarily shredder boxes) will remain to be disposed of at contract takeover. At contract takeover the SDA will no longer be available for disposal of non-mixed LLW. It is anticipated that some newly generated MLLW will be generated while completing retrieval operations (see Section C.4.1), but no estimate is available.
C.3 - Tbl C.1	In Clause C.3, Table C.1 provides an estimated composition of AMWTP waste inventory, but states that "Differences between the estimated volume and the actual volume or differences in the proportions of TRU and MLLW will not constitute the basis for a change to the contract." Would DOE consider a change to this language that would allow a request for change if there were substantial (+/- 10%) changes in volume or waste composition?	A +/- 10% boundary on the total volume of AMWTP waste (30,000m3) was provided in Section B.4.

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C.3.4	Per Section C.3.4 and Section L.5(j), please provide additional information on the generator site and the anticipated year of delivery for the 3,600m3 of "other waste".	The entire 8,764m3 of waste is identified in the Record of Decision. Of this amount, 3,600m3 (Section C.4.3) is likely to be processed during the contract period. The additional 5,164m3 could be processed, and therefore is included in Section C.11.
C.4	What is the cost which is to be reimbursed to the INL contractor for the operation of the "back up" WIPP Waste Information System server?	The support cost for the back up WIPP Waste Information System server has been estimated to be $15-20K per year.
C.4.2	Please establish a government cost for CCP for use by all Offerors to ensure consistent development and evaluation of Offerors' cost proposals.	See Section L.5(h)(4) for the annual cost for CCP. A portion (Section C.4.2) of that cost will be the responsibility of the contractor for FY10, 11 and 12.
C.4.2	What is the cost to AMWTP of the current contract with CCP and what does the Government expect the cost and basis of this contract to be, post ICP completion?	See Section L.5(h)(4) for the annual cost for CCP. A portion (Section C.4.2) of that cost will be the responsibility of the contractor for FY10, 11 and 12.
C.4.5	When will the Certification Authority granted to AMWTP expire in the new contract?	At contract takeover the certification authority will be transferred from the incumbent contractor to the AMWTP contractor. Shortly thereafter, CBFO will likely conduct a surveillance to ensure that the AMWTP contractor is able to maintain the transferred certification authority. Annually thereafter, CBFO will conduct an audit of the certified program.
C.4.5	When is the TRUPACT III container expected to be available for shipping?	The TRUPACT III operational date has not yet been determined. Although it is mentioned in the RFP as a possibility, DOE does not currently expect to use the TRUPACT-III container for shipment of waste from AMWTP to WIPP.
C.4.5	Exactly what role does CCP have in the "oversight" of certification of payloads and shipments of waste to WIPP?	CCP oversight of payload assembly and shipments is at a supervisory level. AMWTP personnel are directly involved in the certification of payloads and shipments to WIPP.
C.4.5	What are the forecasted volumes of ICP TRU waste by month, to be made available for shipping?	Per Section C.4.2, the ICP contractor's present goal is to deliver ICP waste in an amount of at least 160 drums per week.
C.4.6	Clause C.4.6 states that the Contractor will be responsible for arranging the disposal of MLLW, including identification of disposal pathways if NTS in no longer available. This activity has the potential to create a CERCLA liability associated with the disposal of this waste. Will DOE provide indemnification to the Contractor for any potential CERCLA liability associated with this off-site disposal activity?	It is the AMWTP Contractor's responsibility to ensure MLLW be disposed in a RCRA permitted facility. This requirement applies regardless of NTS availability. DOE does not envision a CERCLA liability if the Contractor disposes of waste in compliance with applicable laws and regulations.
C.8	Clause C.8 discusses the need for the successful Contractor to submit permit modification requests "to assume ownership." Later in the same clause, there is a reference to the Contractor as the "operator." We assume that in all regulatory permit cases, DOE will retain the status as "owner" and that the Contractor will simply be listed as the "operator." Is this correct?	Yes, this is correct.
C.8	Clause C.8 states that the ICP Contractor is responsible for site-wide coordination for RCRA and CERCLA regulatory programs. Who will assume that responsibility when the ICP Contract ends? We assume that it would shift to the INL Contractor. Is this correct?	DOE has not made this decision.
C.13	Is the contractor to assume that the same services will be available from the site when the ICP contract has expired?	DOE expects the same services to be available throughout the AMWTP contract performance period; however, it is the AMWTP Contractor's responsibility to ensure any services needed to complete the statement of work are available.
C.15	Is "Special Response Team" part of the Emergency Operations function mentioned?	No, support from the Special Response Team (SRT) for AMWTP is not required.
C.15	How many, and which positions will require security clearances under this contract?	There are typically between 30-35 positions that require security clearances.

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F.3	What is the anticipated transition period (e.g., 90 days)?	DOE currently anticipates a 45-day transition period. Section F.3 was revised accordingly.
G.6	Will DOE consider establishing a draw-down account based on a letter of credit, similar to typical M&O contracts? This would reduce administration costs associated with the contract.	DOE does not anticipate providing a draw-down account for this non-M&O contract.

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H.1(b)	Respectfully request that DOE consider increasing the time allowed to prepare a new baseline to 90 days after takeover. The current allowance of 60 days may not allow sufficient time to observe and learn about the facility following transition.	Taking into account the anticipated 45-day transition period, DOE believes there will be sufficient time for the contractor to provide the baseline.
H.2(b) & L.5c	In Section H.1(b)(2), the RFP states that all contract cost estimates are to contain a minimum 5% management reserve annually. Does this mean that DOE wants us to build that management reserve into our proposed cost estimate to be included with our offer or does this refer to a management reserve that will be held at the DOE level? Similarly, Section L.5(c) states that "Cost shall be proposed at the 50% confidence level as described in DOE M 413.3-1." Does this mean that DOE wants us to include contingency in our cost estimate to cover the residual risk associated with a 50% confidence level?	Section H.1(b)(2) applies to baseline development after contract award. No. The base estimate is to be developed using the 50% confidence level. Use of contingency reduces the level of risk resulting in a higher confidence level than is prescribed by the RFP.
H.4	Recommend DOE expand Government Furnished Service/Items list to include: - All services provided by ICP and INL, including but not limited to, the items listed in Section L.5(h)(1); - WIPP and NTS LLMW Disposal Facilities will be available to receive and dispose waste throughout the term of this contract; and - ICP Contractor will accept all RH waste by December 31, 2009.	DOE does not consider these items GFS/I. Note that December 31, 2009, has been changed to March 31, 2010.
H.6	Recommend that the Performance Guarantee Agreement include the following language: "Notwithstanding anything to the contrary herein, Guarantor's liability under this Guaranty shall not exceed Contractor's liability under the Contract."	Comment has been considered. The language will remain as written.
H.11	Clause H.11 states that "Existing agreements entered into under predecessor AMWTP contracts will be assigned to the Contractor on the takeover date." This includes all subcontracts, regulatory agreements, lawsuits and other litigation matters, and any other agreements in effect. Would DOE provide a list of all applicable agreements covered under this clause, including a listing of all active lawsuits and other litigation matters? Additionally, we assume that while we might be assigned responsibility to support ongoing lawsuits and other litigation matters as a matter of contract scope that we would not assume "defendant" status in any ongoing matter and that we would not incur any unallowable cost liability related to matters active at the time of takeover. Is this assumption correct?	DOE will add a list of subcontracts (statement of work, price/cost and name of subcontractors) to the reference library for this acquisition. Regarding assigned litigation, we cannot assure that the new AMWTP contractor would not be added as a party to the litigation. However, DOE will allow all litigation, judgment or settlement costs the new AMWTP contractor incurs that involve conduct that occurred under predecessor contracts.
H.11	Please provide an explanation of DOE's expectations regarding assumption of existing "lawsuits and other litigation matters" by the new Contractor. Please clarify that this requirement would not apply to cases involving allegations of fraud, false claims, or criminal matters. Will the new Contractor be protected against the potential for unallowable costs arising from the conduct or outcome of pending litigation? As the new Contractor is not an actual party in interest in litigation matters arising under the previous contract, what benefit will arise from an assumption of such litigation, assuming the Plaintiffs and Courts will permit the substitution of Defendants?	DOE cannot assure that the new AMWTP contractor would not be added as a party to the litigation. However, DOE will allow all litigation, judgment or settlement costs the new AMWTP contractor incurs that involve conduct that occurred under predecessor contracts.

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H.11	Can we get more details of the existing AMWTP agreements referenced, specifically? (a) all subcontracts and purchase orders (b) cooperative research & development agreements (c) consent orders (d) regulatory agreements and permit requirements, lawsuits and other litigation matters (e) other agreements in effect upon execution of this contract (f) any other agreements DOE determines are necessary for conduct of operations.	See the Reference Library.
H.13	Do the applicable Waste Isolation Pilot Plant (WIPP) QA requirements bear mention in this section?	WIPP QA requirements mentioned as suggested.
H.19	Clause H.19 states "At contract takeover, and again at the end of the first six (6) months, the Contractor shall provide a Diversity Analysis of its workforce to DOE-ID Chief Counsel." We assume that "at contract takeover" means the first day of actual contract execution, after completion of transition, and that we will be given full access to current workforce data during transition to be able to accomplish this task. Is this correct?	Clause H.19 has been revised to delete this requirement.
H.20(e)	(a) Clause H.20(e)(1) states that "Incumbent Employees shall remain in the existing Defined Contribution (DC) pension plan (or comparable successor plan if continuation of the existing plan is not practicable) pursuant to pension plan eligibility requirements and applicable law." The Clause also requires the new contractor to become a sponsor of the pension plan. Certain employees at AMWTP are also members of a Defined Benefit (DB) pension plan. Is it DOE's intention for the new contractor to retain those employees in the Defined Benefit plan and become a sponsor of that plan? (b) If it is DOE's intention that the new contractor become a sponsor of the Defined Benefit pension plan, pursuant to DOE's Acquisition Guide, Chapter 30.1, DOE should include the Clause "Liability with Respect to Cost Accounting Standards," (DEAR 970.5232-5). This clause is necessary because of the divergence between DOE's policy of reimbursing its contractors for minimum contributions required under ERISA to their pension plan covering site employees and the requirements of Cost Accounting Standards 412 and 413 that may not immediately reimburse contractors for the full value of their pension plan contributions. (c) In the absence of these provisions, we assume that DOE will follow the guidance contained in DOE Acquisition Guide, Chapter 30.1, and not disallow any costs or otherwise penalize a contractor as a result of their non-compliance with the Cost Accounting Standards due solely to their compliance with written DOE direction. If this assumption is not correct, please describe how the allowability and reimbursement by DOE of such contractor payments would be treated under the relevant regulatory schemes.	(a) Yes. (b) Section I was revised to include DEAR 970.5232-5. [c] N/A.
H.20(e)	Will the Government make available the costs of sponsoring the existing pension and benefit plans for incumbent employees and retired plan participants?	Yes, during transition period.

RFP Section	Comment/Question	Response/Action Taken
H.20(e)	There seems to be a contradiction between the opening sentence in (e) and the requirements in (e)(1). The first sentence in paragraph (e) specifies market based pay for incumbents and non-incumbents but paragraph (e)(1)(ii) states that the contractor shall provide a total package of benefits to incumbent employees comparable to that provided by BBWI. Please clarify.	There is no contradiction. The first sentence in (e) discusses compensation while the statement in (e)(1)(ii) deals with benefits.
H.22	Clause H.22 (pages 20-22) describes the Contractor's duties in subsection (c)(3) to include being the "signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations." The question is whether the DoE has and maintains an EPA generator identification number to be used to identify the DoE facility as the generator of the waste, as required by RCRA.	The EPA identification number for the INL Site, which includes the AMWTP, is ID4890008952.
H.26	This clause appears to be missing a word. “Unauthorized or improper purchases are those that require ___ but are not authorized by the clause in Section I…” Please clarify.	Section H.26 was deleted.
H.26	This clause seems inconsistent with a cost-reimbursement contract and the inclusion of the appropriate Obligation/Limitation of Funds clause addresses the potential issue related to overrunning available contract funds; therefore, we suggest this section be deleted. If the section is retained, please define the “control points” referenced.	Section H.26 was deleted.
H.26(a)	In Clause H.26(a)(1), the intent of the wording is not clear. Something seems to be missing after the word “require” in the second sentence. What is “required” but not authorized by the Section I “Subcontracts” clause of CO written direction?	Section H.26 was deleted.

RFP Section	Comment/Question	Response/Action Taken
I	We respectfully request that 970.5231-4 be included.	DEAR 970.5231-4 applies to M&O contracts and is not applicable to this AMWTP contract.
I.20	We respectfully request that DEAR 970.5232-2 be substituted for 952.216-7.	DEAR 970.5232-2 applies to M&O contracts and is not applicable to this AMWTP contract.
I.115	Currently, the clause modifies FAR 52.245-5. However, the FAR Government Property clauses have been modified and consolidated into FAR 52.245-1. We suggest that clause I.115 be modified to reference FAR 52.245-1.	DEAR 952.245-5 has been removed and FAR 52.245-1 has been added to Section I.
J-C	Deliverable 25 (3) is the same as Deliverable 26. Recommend deleting Deliverable 26.	Deliverable 26 has been deleted.
J-C	Add the following deliverable to Section J, Attachment C: No. "35." Deliverable/Milestone Description - "Security Plan"; Date - "DOE provided Date"; Contract Clause - "C.15"	The requirement was added that the security plan be submitted to the CO for review and approval within 90 days of contract takeover, and the deliverables list was revised accordingly.

RFP Section	Comment/Question	Response/Action Taken
L	It is strongly recommend that DOE revise Section L requirements to stipulate that teaming agreements with small businesses that are to perform “significant, complex” aspects of the work are part of the submitted and evaluated proposals. Furthermore, to ensure that prime offerors honor their obligations for small businesses to perform “significant, complex” aspects of the work, DOE should refrain from executing the M&O contract with a prime offeror until DOE has reviewed and approved the small business subcontracts to ensure they are consistent with the terms of the teaming agreements as presented in the proposal.	Small Business involvement will be evaluated in accordance with Section L.4, Criterion 4(4). A subcontract plan is required under this contract. (Note: This is not an M&O contract.)
L.1(b)	In Section L.1(b)(4), DOE states that Microsoft Word and Microsoft Excel (compatible with Microsoft Office Version 2003) are the required formats for the information provided in all volumes. Submittal requirements include hard copy, electronic (CDs), and IIPS. We recommend submitting the proposal files for Volume I and II as Adobe pdf files for the following reasons. 1) The search function of Adobe Reader provides the SEB the desirable capability to search the entire document for key words, including within graphics. Microsoft Word does not currently support searching graphics for keywords. 2) Adobe allows the submittal as “read only” files to protect the file from the possibility of inadvertent changes. While providing Word files that are compatible with Microsoft Office Version 2003 ensures the ability to open the document, it does not ensure maintaining the integrity of the document. Word files open differently depending on the version and the specific computer configuration. This raises the probability that proposal files will open in a manner where page breaks have shifted and graphics have moved, making the evaluated document somewhat different than what was actually submitted, making the document difficult to follow and understand (graphics can often move several pages away from their intended locations), and making it difficult to assess compliance with the page limits. 3) Submittal as an Adobe pdf allows compression of the file size of the document, allowing for more efficient file transfer through the IIPS system. Word documents must be submitted as multiple files, again making it difficult to ensure that what is received can logically be re-assembled as the offeror intended. Acrobat reader is available as a free download through the Adobe Website We understand the desire of DOE to be able to adjust cost figures as part of the cost reasonableness evaluation and do not suggest any change in Volume III submittal requirements (i.e., maintain the requirement for submittal as Excel spreadsheets). Would DOE consider allowing the submittal of Volume I and Volume II requirements as Adobe pdf files?"	DOE will allow Adobe pdf files to be submitted for Volumes I and II. The RFP was revised accordingly.

RFP Section	Comment/Question	Response/Action Taken
L.1c	Section L.1(c)(1) states that “Page numbers, any restrictions on offer disclosure, and the RFP number are the only text that may be displayed within the margins.” Typically, the name of the prime contractor or a logo is also permitted in the margins of every page of the proposal to identify the proposal and to help DOE should pages somehow become separated from their binders. We recommend that this section be modified to allow for the name of the team or a logo to be present within the margins.	DOE will allow the name of the team or a logo displayed within the margins. The RFP was revised accordingly.
L crit2	In response to a previous concerning the designation of legal council as a Key Person, DOE stated "This attorney should be the one whose services have been solely and completely dedicated to the successful completion of the Statement of Work at the AMWTP" What if the Contractor does not plan to assign an attorney "solely and completely" to a $125 million per year contract? For this size contract, some contractors would prefer to bring in speciality councils as needed.	Each proposer is to describe, as part of such proposer's approach, how legal assistance will be provided in successfully performing the Statement of Work at the AMWTP. However, only the lead legal counsel designated by a proposer will be evaluated as part of the key personnel described in Section L.4, Criterion 2, and only such lead legal counsel will be orally interviewed, again as provided in Section L.4, Criterion 2. As provided in Section L.3(i), DOE's intent, as it relates to such lead legal counsel, is for each proposer to provide DOE with a binding letter of commitment from such lead legal counsel to be available for full-time legal support to the AMWTP contract.
L.3(j)	DOE’s small business goals may be difficult to achieve as stated due to the nature of the facility and operation. Establishing goals for subcontracting to small businesses (by category and by % of contract value/planned and available subcontracting dollars) could provide a clearer expectation for potential bidders specific to this procurement.	The goals listed in Section L.3 are the DOE FY 2008 and FY 2009 Small Business Subcontracting goals.
L.4	In Section L.4, Key Personnel, DOE describes an orals process that includes 1) an interview with the Key Personnel team, 2) a work problem, and 3) an interview with the Project Manager. We would suggest that DOE will obtain a better understanding of the team’s ability to work together in a problem-solving mode by offering multiple (3-4) work problems rather than a single problem.	A single hypothetical work problem will be given so each proposer's key personnel team can put together a reasonably complete approach for addressing such problem within a reasonable amount of time. This problem will be sufficiently complex to allow the key personnel team to demonstrate its ability to work together. The problem is designed to allow each of the team members to demonstrate any unique skills or capabilities.
L.4	In Section L.4, Criterion 3 Capabilities and Experience, DOE requests that offerors provide project summaries for not less than three and not more than five relevant projects. We would suggest that the AMWTP has a relatively unique work scope with a limited number of available truly relevant project experience examples. Would DOE consider revising this requirement to simply state not less than three relevant project examples (and delete the “and not more than five”)?	DOE is requesting the offerors to provide summaries of their relevant experience (projects) pertaining to the management and disposition of TRU and MLLW waste. To focus on the most relevant offerors' experience, DOE is limiting the relevant projects to at least three (3) but not more than five (5).
L.4 & M.4	In Section L.4, the discussion of workforce restructuring is included in Criterion 4, paragraph (1), Business Approach." However, Section M.4 statest that the approach to contract transition, toegther with proposed workforce restructuring actions, will be evaulated as part of "Contract Transition" (Criterion 4, paragraph (3)) rather than in "Business Approach." Please clarify.	Section M has been changed to be consistent with Section L. The workforce restructuring is now part of Business Approach in both sections.
L.4(e)	Is it the desire of DOE to have Offerors organize their response to Criterion 1 in accordance with the Statement of Work in Section C, or in accordance with items (1) through (6) in Section L.4(e)?	It is DOE's desire that each offeror's technical approach be organized in accordance with Section C (see WBS). Section L.4(e) has been revised to read "The Approach and Capabilities Proposal shall fully and specifically address each item below."
L.4 crit3	Will the Government consider extending the relevant experience to within the previous 5 years?	Yes, Section L.4, Criteria 3(2) has been changed from "...within the previous three (3) years" to "...within the previous five (5) years."

RFP Section	Comment/Question	Response/Action Taken
L.5	Requesting a full cost proposal is very difficult for a non-incumbent bidder and requires a substantial reference library. An alternative approach would be to suggest a list of cost/performance initiatives where potential bidders describe the proposed approach and expected benefits over the contract period of performance.	In order for DOE to evaluate each offeror's proposed cost and fee for realism and reasonableness in accordance with FAR 15.4, a cost proposal is required.
L.5(f)3	The proposed fee limit of 50% on the first 28,900 m3, which is 80% of the waste to be processed is confusing. Would DOE consider providing some explanation to the basis and intent of segregating this waste volume (as opposed to by type or inventory)? Will DOE consider allowing Offerors to propose different incentive strategies in the context of meeting DOE's stated programmatic goals for AMWTP and current regulatory commitments?	The incentive structure has been revised for clarity and to provide a less dramatic increase for the last 20% of the waste.
L.5(f)3	This section states that "no more than 50% of the fee can be applied to B.4(a)," the incentive for the first 28,900 m3. Conversely, this means that at least 50% of the fee must be tied to the second incentive, which is roughly 20% of the waste. If a contractor were to propose earning the maximum fee of 10% of the estimated cost over the life of the contract, and assuming that the productivity is constant through the 6-year life of the contract, this language structure forces a contractor to propose incentive fees that equate to earning 6% for the first four years and more than 25% in the final year of the contract. Please confirm that this is the government's intent. Additionally, please confirm that earning a fee of greater than 25% in a single year is acceptable to DOE and potential auditors. If this structure is not the government's intent, a suggested alternative would be to have one waste disposition incentive for "typical" TRU and MLLW that meets current requirements, and a second incentive for the "special requirements waste" identified in Section C.3.2, providing additional incentive to disposition this difficult waste. DOE may also want to consider a separate schedule incentive for completing certification and shipment of all 31,600 m3 by September 30, 2015. This could be funded by reducing the maximum fee available for the waste disposition incentive and using the delta to fund a schedule incentive. Additionally, the stipulation that at least 50% of the fee be tied to the second incentive makes the estimated quantity of waste available critical to the business deal associated with this contract—if the government estimate of the quantity of waste available is incorrect , the contractor may not ship amount of waste anticipated and, therefore, would not earn the fee expected at the end of the job. This puts a high degree of uncertainty on the contract incentive. If the fee structure is not revised, would DOE consider including a minimum quantity guarantee?	The incentive structure has been revised for clarity and to provide a less dramatic increase for the last 20% of the waste.

RFP Section	Comment/Question	Response/Action Taken
L.8	In Section L.8, the RFP states "Offerors may contact incumbent employees about future employment except where prohibited by law. These contacts shall take place outside the normal working hours of the employees and not on any DOE site. Offerors are reminded, however, that they are prohibited from contacting anyone about procurement sensitive information relating to this solicitation." We have become aware of a memo distributed by the incumbent contractor, BBWI, to all employees of AMWTP concerning "Conduct Associated with Contract Competition." While this memo deals with expected subjects such as Proprietary Information and Use of Company Assets, it also raises the issues of Conflicts of Interest and Employment Discussions and implies that the full content of the memo has been developed in response to DOE direction.	DOE does not see a conflict between L.8 and the BBWI communication. Employee conflicts can present significant problems for DOE and its contractors. The direction given by BBWI acknowledges that this contract competition does not change the underlying obligations each of its employees have to identify and disclose potential conflicts, including conflicts from employment discussions. While employees are required to notify their supervisors of employment discussions with competitors, these discussions will be permitted so long as the conditions identified in L8 are complied with. Certain senior employees may have specific restrictions in their employment contracts with BBWI. For those employees, additional requirements may be imposed.
	In the Conflicts of Interest and Employment Discussions sections of the memo, BBWI employees are instructed that they can have no contact with prospective bidders on AMWTP without first notifying their management of the contact and their intent to pursue potential employment opportunities. Specifically, the memo states "Engaging in employment discussions with a competing company is a specific example of a conflict of interest." The memo ends with a reference to the importance of following these guidelines due to specific direction from the Contracting Officer and threatens disciplinary action up to and including termination for failure to do so. It would seem that the restrictions imposed by this memo on the incumbent employees of AMWTP violate the spirit and intent of Section L.8. If, in fact, DOE has directed BBWI to impose these restrictions, it would seem to be in direct conflict with Section L.8. Can you please clarify DOE's intent in regards to the ability of offerors to contact incumbent employees within the limitations of Section L.8 and provide those employees with some assurance that their jobs cannot be threatened for participating in such contacts?	DOE does not see a conflict between L.8 and the BBWI communication. Employee conflicts can present significant problems for DOE and its contractors. The direction given by BBWI acknowledges that this contract competition does not change the underlying obligations each of its employees have to identify and disclose potential conflicts, including conflicts from employment discussions. While employees are required to notify their supervisors of employment discussions with competitors, these discussions will be permitted so long as the conditions identified in L8 are complied with. Certain senior employees may have specific restrictions in their employment contracts with BBWI. For those employees, additional requirements may be imposed. None of these restrictions were directed or otherwise imposed by DOE.

RFP Section	Comment/Question	Response/Action Taken
M.3	We respectfully request that DOE provide evaluation weighting factors or percentages similar to other DOE procurements (e.g., Yucca Mountain). This is a substantial aid in proposal preparation and would be extremely valuable with the current page count limitation.	DOE made an internal decision against using such weighting factors or percentages in evaluating proposals.
M.3(a)	Per Section M.3(a), will the proposals be numerically scored in addition to adjectivally rated?	DOE made an internal decision to use only adjectival ratings.
M.3(b)	Per Section M.3(b), Key Personnel is considered of equal importance to Capabilities and Experience. Please consider rating Key Personnel as the second highest evaluated factor below the Technical Approach.	DOE made an internal decision to make Key Personnel and Capabilities and Experience of equal importance.
M.4(a)(1)	Recommend including the requirement “Transportation beyond the boundary of the state of Idaho in accordance with the Idaho Settlement Agreement” to ensure consistency with Section L.4(e)(1).	DOE believes the evaluation criteria in M.4(a)(1) are adequate to encompass the instructions set forth in Section L.4(e)(1).
M.4(e)	Please provide more clarification on the definition of a team member, i.e. pre-selected subcontractor, LLC member, fee sharing team member. Also, please provide specific guidance for required experience descriptions and Past Performance Information Forms relative to team members/non-team members.	A team is made up of the prime contractor and all of its members of a consortium, joint venture, and/or subcontractors identified by the offeror as part of the teaming arrangement. DOE believes an adequate description is provided in the instructions found at Section L.4(e) Criterion 5.

RFP Section	Comment/Question	Response/Action Taken
L.5.f.4	Are the totals shown in Table L.1 constant dollars? If so, what escalation rate should be used? An escalation rate of 2.5% (FY basis) is included for other costs mentioned later in this section.	Table L.1 was revised. The anticipated funding profile is an estimate of actual future funding. These numbers include escalation.
5.h.1	Are there other site services that the Contractor will have to purchase (e.g., electricity, water, wastewater treatment, sanitary garbage disposal, occupational medicine, etc.)?	As stated in Section C.13, the Contractor shall ensure customary and necessary services are provided. Other services, in addition to the four required in Section C.13, may be purchased from the INL Contractors at the discretion of the Contractor. Any such services provided to the current AMWTP Contractor can be found in the service agreements located in the Reference Library (insert link).
	The RFP contains two parent guarantee forms (or repeats the form in two places). They are found at Part III, Attachment E and at Part IV, Section K, at K-8. One of these could be deleted.	Section K.8 was deleted.
	Will the DOE consider adding to the RFP in either Section H or I the clause at DEAR 970.5231-4, "Pre-Existing Conditions." This clause is appropriate to the work at the site, since the Contractor is not responsible for conditions or contamination existing before the Contractor's presence on the site.	No, this clause is not required for this non-Management and Operating (M&O) contract.
	Will DOE post a link on the procurement web page to a library of all pertinent documents associated with the existing AMWTP contract? On the recent Melton Valley TRU competition, the procurement web site contained a link to "Reference Documents," a site which contained an extensive list of technical and facility documents for use by the competing teams. To provide a level playing field for non-incumbent teams, a site such as this might include active permits; time-motion studies on facility operation; facility layout drawings; site maps; detailed information on waste volumes and types; maintenance schedules and plans; anticipated backlog of supplies and replacement parts at contract takeover; status of all current legal issues; a copy of the current Collective Bargaining Agreement, along with status of current labor discussions; the current ISMS Description; the current QA Plan; up-to-date, accurate baseline information; information on the site Pension Plan which still covers certain AMWTP employees; procedures related to execution of SOW activities; a list of all existing subcontracts that are expected to be assumed by the successful offeror; and any other pertinent documents.	Yes, a Reference Library will be available when the final RFP is posted.
	Will the "As-Built" detailed drawings of the AMWTP facility and a list of capital equipment be available to the industry as reference documents during the Final RFP stage?	A list of capital equipment will be included as Section J, Attachment H, and documents describing the facility, such as the Documented Safety Analysis (DSA), will also be available. However, it is not feasible to provide detailed "As-Built" drawings.

RFP Section	Comment/Question	Response/Action Taken
Gen	One-on-one meetings with prospective bidders have proven to be a best practice in recent DOE procurements. We suggest that you consider conducting one-on-one meetings prior to finalizing the RFP.	RESPONSE HAS BEEN POSTED IN IIPS. DOE will not conduct one-on-one meetings prior to finalizing the RFP.
B.4(i)	Would DOE consider adding the following new paragraph (i): (i) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business (es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.	RESPONSE HAS BEEN POSTED IN IIPS. Small Business is a priority to DOE, and this comment will be taken into consideration.
	Would DOE consider adding the following new B.8 Clause? "B.8 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION (a) For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, Small Business Subcontracting Plan, will remain in effect for the duration of the Contract, except as modified in accordance with the Section B Clause entitled, Changes to Contract Cost and Contract Fee. The Contractor shall submit annual updates to the narrative elements of the Small Business Subcontracting Plan by December 31 of each year. (b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, Self-Performed Work, providing meaningful involvement for small businesses, and entering into the required Mentor-Protégé Agreement(s) will be evaluated after the: (1) Three year period concluding at the end of the 3rd year of Contract performance; (2) Two year period concluding at the end of the 5th year of Contract performance; and, if the Option Period(s) is exercised; (3) If Option Period 1 is exercised -- -two year period concluding at the end of the 7th year of Contract performance; and (4) At the end of the Contract period of performance. (c) The Contracting Officer will consider the Contractor's performance in meeting small business percentage goals and entering into the required Mentor-Protégé Agreement(s) when making	

RFP Section	Comment/Question	Response/Action Taken
B.8	a decision on the Option Period(s) authorization. (d) If the Contractor has not met any or all of the subcontracting goals, has failed to provide meaningful involvement for small business, and/or has failed to enter into the required Mentor-Protégé Agreement(s) during the above specified periods, the Contracting Officer may reduce the earned fee by an amount up to 10% of total earned fee in each period of the four (4) multi year periods described above. (e) At Contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with the Section I Clause entitled, FAR 52.219-16, Liquidated Damages – Subcontracting Plan. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract. (f) Any reduction for failure to meet the requirements of the Section H Clause entitled, Mentor-Protégé Program shall be in addition to any liquidated damages assessed in accordance with the Section I Clause entitled, FAR 52.219-16, Liquidated Damages –Subcontracting Plan. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.	RESPONSE HAS BEEN POSTED IN IIPS. Small Business is a priority to DOE, and this comment will be taken into consideration.
H.18	Would DOE consider adding the following new H.18 clause? "H.18 SELF-PERFORMED WORK (a) Unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contractor team arrangement (as described in FAR 9.6, Contracting Team Arrangements), shall be limited collectively to not more than 60 percent (%) of the Total Contract Price. This limitation does not apply to any small business member of the Contractor team arrangement. Unless otherwise approved in advance by the Contracting Officer, work to subcontractors outside of the Contractor team arrangement shall be performed through competitive procurements with an emphasis on fixed-price subcontracts. (b) At least 30% of the Total Contract Price shall be performed by small business. Small business members of the Contractor team arrangement, and subcontractors selected after Contract award, count toward fulfillment of this requirement and other small business goals in this Contract. (c) Reporting requirements to confirm compliance with these thresholds and limitations are described in Section C, Statement of Work."	RESPONSE HAS BEEN POSTED IN IIPS. Small Business is a priority to DOE, and this comment will be taken into consideration.

RFP Section	Comment/Question	Response/Action Taken
H.31	Would DOE consider adding the following new H.31 Clause? "H.30 MENTOR-PROTÉGÉ PROGRAM (a) Both the U.S. Department of Energy (DOE) and the Small Business Administration (SBA) have established Mentor Protégé Programs to encourage Federal prime Contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Within 90 days of Contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the Contract. (b) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70, The Department of Energy Mentor-Protégé Program. (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations."	RESPONSE HAS BEEN POSTED IN IIPS. Small Business is a priority to DOE, and this comment will be taken into consideration.
J-D	In Attachment D reference is made to The Service Contract Act. Will this be a Service Contract Act contract?	RESPONSE HAS BEEN POSTED IN IIPS. Yes, see clause I.47, FAR 52.222-41 Service Contract Act of 1965, of the draft RFP.
L.3(i)	Are the six Key Personnel required in Section L.3(i) a minimum? If an offeror elects to propose a Key Personnel, is that agreeable to The Department of Energy Idaho Operations Office, and would the additional proposed Key Personnel be evaluated under the criteria in Section M.4(b)?	RESPONSE HAS BEEN POSTED IN IIPS. Only the six key personnel required by Section L.3(i) will be evaluated under the criteria in Section M.4(b), and only these six key personnel will participate in the oral interviews (Section L.4(e) Criterion 2: Key Personnel). An Offeror is obviously free to include any personnel it deems appropriate in support of its proposal under any other areas, such as in relation to its Technical Approach or Business Management.

RFP Section	Comment/Question	Response/Action Taken
L crit2	DOE has specified the Lead Legal Counsel as a Key Personnel. Can DOE provide the Contractors with their logic for specifing a legal counsel for this particular contract? Can DOE clarify the kind and type of Legal Counsel it anticipates participating in Orals?	RESPONSE HAS BEEN POSTED IN IIPS. DOE wants to assess and evaluate the legal qualifications and skills of the lead in-house attorney who will be assigned to advise any successful proposer on the various legal issues and matters that may arise during the entire term of the contract to be awarded under this procurement. This attorney should be the one whose services have been solely and completely dedicated to the successful completion of the Statement of Work at the AMWTP.